TOWN OF NORTH HAVEN REQUEST FOR QUALIFICATIONS & PROPOSALS RFQ/P #16-33 PUBLIC SAFETY RADIO SYSTEM CONSULTANT

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I. <u>LEGAL NOTICE</u>

TOWN OF NORTH HAVEN REQUEST FOR QUALIFICATIONS & PROPOSALS RFP/P #16-33 PUBLIC SAFETY RADIO SYSTEM CONSULTANT

The Town of North Haven ("Owner") requests Statements of Qualification & Proposals to secure consultant services for the planning, design, and implementation assistance with the proposed Public Safety Radio Communications System Upgrade for the Town of North Haven.

Hard copies of the complete Request for Qualifications & Proposals package will be available on **Tuesday**, **July 5**, **2016** at the Office of the Director of Finance and Administration or may be accessed from the State Department of Administrative Services' website and the Town of North Haven website at http://www.town.north-haven.ct.us

Respondents are required to submit two double-sided copies and one electronic copy of a sealed Statement of Qualifications & Proposals by no later than **Monday**, **July 18**, **2016** @ **10:00** am at the Office of the Director of Finance and Administration, Memorial Town Hall, 18 Church Street, North Haven, Connecticut 06473, marked "Town of North Haven – PUBLIC SAFETY RADIO SYSTEM CONSULTANT" Statements of Qualifications & Proposals received after that date and time will be rejected.

The Town of North Haven reserves the right to reject any or all Statements of Qualifications & Proposals, or waive defects in same, if it deems such to be in the best interest of the Town of North Haven. Questions regarding this Request for Qualifications & Proposals should be directed to Edward Swinkoski, Director of Finance and Administration, Town of North Haven, by e-mail at Swinkoski, Edward@town.north-haven.ct.us

Edward J. Swinkoski, CPA
Director of Finance/Administration

II. PROJECT DESCRIPTION

Summary

The Town of North Haven is seeking proposals from qualified consultants to provide an overview of our current radio systems, identify future functional and performance requirements, make recommendations on upgrade/replacement strategies, and oversee the installation of the chosen replacement system.

The Town of North Haven has a land area of approximately 21 square miles and a population of approximately 24,000. It is bordered by five other incorporated municipalities and both Interstate 91 and the Merritt Parkway pass through Town. Radio communications are crucial to the day-to-day operations of both the North Haven Police Department and the North Haven Fire Department. The Department of Public Works and the North Haven Public School system utilize radios in their day-to-day operations.

The North Haven Police Department serves as the communications center and dispatches both police and fire calls for service. The center is a three position Public Safety Answering Point (PSAP). The current radio system is composed of Motorola products that were installed and maintained by Utility Communications located in Hamden, CT. The system has aged and a large portion of the components are approaching or exceeded useful life expectancy. Portions of the current system infrastructure will be supported by Motorola through 2018 at which time support for the majority of the components will be discontinued. Existing Motorola brand HT1250 portable radios and mobile radios used by both police and fire are in need of replacement. The following is an overview of some of the current radio assets:

- (145) Motorola HT1250 Portable Radios
- (87) Motorola CDM1250 mobile radios
- (13) Motorola Astro-TAC receiver systems
- (3) Motorola Spectra-TAC comparator systems
- (4) Motorola base station systems
- (5) Motorola control station systems
- (8) Motorola tone remote controller systems
- (3) Zetron console operator position systems
- (1) Zetron console common electronics system
- (1) Zetron station alerting system for firehouse alerting
- (120) Motorola pagers and chargers

The radio system also includes the following repeater locations:

- Ridge Road Elementary School, 1341 Ridge Road, North Haven, CT.
- Quinnipiac University North Haven Campus, 370 Bassett Road, North Haven, CT.
- Cinemark Theatre, 550 Universal Drive North, North Haven, CT.
- Regional Water Authority, Peter's Rock Water Tank, 3 Horseshoe Hill Road, North Haven, CT.

The scope of the replacement radio system project will also include assessing whether or not to have the Public Works Department remain on their current platform or include in the upgrade to the new system. Additionally, the Town will explore the option of connecting the school system to the new radio system to establish interoperability with Police and Fire and between the schools and administrative offices. The North Haven Public School system includes a High School, Middle School and four Elementary Schools. School staff utilizes radios for daily functions and events. The radios and associated components are of varying ages and makes and models. The current systems have limited range and do not allow for school to school transmissions.

III. SCOPE OF WORK

- 1. Meet with current vendors and public safety officials to assess current conditions and develop understanding of public safety communications needs for the Town.
- 2. Meet with North Haven School System representatives to address their existing radio system and explore connectivity to the proposed new system.
- 3. Make sufficient site visits to adequately assess existing infrastructure.
- 4. Explore possibilities for enhanced interoperability with neighboring public safety entities and seek to leverage any existing regional infrastructure.
- 5. Attend meetings with staff and vendors as necessary to perform sufficient analysis, and review and present findings.
- 6. Make recommendations relative to replacement of existing radio systems.
- 7. Present current technology options and provides summary of potential use of different technologies, inclusive of both voice, video and data requirements.
- 8. Assess vendor recommendations relative to site locations, equipment, software, broadcast frequencies.
- 9. Review vendor prepared radio coverage maps and coverage predictions.
- 10. Attend public meetings to address technical questions that may arise.
- 11. Participate in the design of any and all structures needed to house communication equipment associated with this project.
- 12. Review vendor proposals including shop drawings for compliance with technical specifications and recommend awards.
- 13. Assist in the project supervision of chosen system.
- 14. Review and verify any periodic payment requests made by contracted vendors.
- 15. Review and assess vendor and manufacturer warranties.
- 16. Perform a final inspection of the project and make recommendations to address future needs such as upgrades and ongoing maintenance.

IV. TIMELINE OF THE RFQ/P PROCESS

The following RFQ/RFP timeline has been *tentatively* established:

Event Date

Legal Notification of RFQ/P Release Tuesday, July 5, 2016 Inquiries/Questions due Monday, July 11, 2016

Statements of Qualifications & Proposals Due¹ Monday, July 18, 2016 @ 10:00 am

Review of RFQ responses and Opening Monday, July 18, 2016

¹ Respondent shall submit its pricing in a **separate sealed envelope** that will be opened on Monday, July 18, 2016 after the qualifications and proposals have been reviewed.

Questions concerning the process and procedures applicable to this RFP are to be submitted in writing via email and directed only to:

Edward J. Swinkoski, Director of Finance and Administration, Swinkoski, Edward@town.north-haven.ct.us

Questions concerning this RFP's Project Overview and/or Scope of Services are to be submitted in writing via email and directed only to:

Jonathan Mulhern, Deputy Chief of Police, jmulhern@northhavenpd.com

The appropriate Town representatives listed above must receive any questions from Respondents by **Monday**, **July 11**, **2016**. That representative will confirm receipt of a Respondent's questions by email. The Town will answer all written questions by issuing one or more addenda, which shall be part of this RFP.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.town.north-haven.ct.us under Business – Bids & Proposals. Each Respondent is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no Respondent shall rely on any alleged oral statement

V. SUBMISSION OF OUALIFICATION STATEMENTS AND FEE PROPOSALS

General Requirements: Respondents are to provide Qualifications and Proposals to provide the services of a Public Safety Radio Consultant for the Town of North Haven. Qualification response packages shall provide a straightforward, concise description of the proposer's ability to meet the requirements of this RFQ/P. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an expressed understanding of the Project.

Respondents shall submit two copies and 1 electronic copy (1 compiled Adobe PDF file) of their submittals.

1. Letter of Interest

In your letter of interest, confirm that your firm is available and able to complete the inspections and/or testing on a timely basis as required.

2. Technical Understanding of the Scope of Services and the Proposed Professional Services.

Please provide a written discussion in sufficient detail to demonstrate the Consultant's understanding of the scope and how the Town can benefit from your services.

3. Resume or Work Experience

Provide a resume or work experience description for all persons who will be performing the inspections and monitoring.

4. References

Please provide recent references for projects of similar size where your firm has performed public safety radio system consulting for a municipality preferably in Connecticut.

5. Default and Litigation –

Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default of a contract? If so, when, where, and why? Describe any pending litigation, arbitration or other dispute resolution proceeding in which your firm may be a party.

6. Proposed Fees and Costs

Provide pricing in separate sealed envelope labeled with firm name and RFQ/P#16-33. *Submit pricing on proposal form attached in section XIII.*

7. Affidavits

Include signed copies of the Non-Collusive affidavit and Affirmative Action affidavit in RFQ/P response submittal.

8. Insurance

Provide a copy of respondent's company insurance certificate.

VI. METHOD OF SELECTION/CRITERIA FOR AWARD

- A. The Respondents will be evaluated on its qualifications by the Town using the following criteria:
 - 1. Compliance with submission requirements;
 - 2. Resume/Work Experience;
 - 3. References;
 - 4. Default/Litigation;
 - 5. Pricing Proposal;
 - 6. The Respondent must be properly insured; and
 - 10. The ability and capacity of the Respondent(s) to provide the services within the necessary timeline.
- B. The award of the contract for the Public Safety Radio System Consultant shall be made, if at all, to the Respondent(s) that it is deemed to be best suited to perform such services and that such award is in the best interest of the Town of North Haven. The Town of North

Haven reserves the right to reject any or all of the RFQ/P responses, or parts thereof, and/or to waive any informality in any of the RFQ/P responses resulting from this RFQ/P if such rejection or waiver is deemed in the best interest of the Town of North Haven. The Town of North Haven, nor any of their respective officers, directors, employees, or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection, or rejection of any proposal submitted in response to this RFQ/P.

VII. ADDITIONAL INFORMATION

The Project will be carried out by the Town of North Haven under the overall direction of the Chief of Police. The successful Respondent will assign one qualified individual, who will be the firm's day-to-day contact person who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of the project.

VIII. GENERAL TERMS AND CONDITIONS

All Respondents must be willing to adhere to the terms and conditions of this RFQ/P, including the following, and must positively state their acceptance and compliance with them in their response to this RFQ/P.

- 1. <u>Acceptance or Rejection by the Town of North Haven</u> The Town of North Haven reserves the right to accept and/or reject any or all qualification statements submitted for consideration to serve the best interests of the Town of North Haven. Respondents whose qualification statements are not accepted will be notified in writing.
- 2. Ownership of Documents All qualification statements submitted in response to this RFQ/P are to be the sole property of the Town of North Haven. All documents may be subject to the provisions of Section 1-200 of the Connecticut General Statutes (re: Freedom of Information Act).
- 3. Ownership of Subsequent Products Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/P is to be the sole property of the Town of North Haven unless stated otherwise in the RFQ/P or contract.
- 4. <u>Timing and Sequence</u> Timing and sequence of events resulting from this RFQ/P will ultimately be determined by the Town of North Haven.
- 5. <u>Oral Agreements</u> The Town of North Haven will not be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency or employee.
- 6. <u>Amending or Canceling Requests</u> The Town of North Haven reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Town of North Haven to do so.
- 7. <u>Rejection for Default or Misrepresentation</u> The Town of North Haven reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.

- 8. <u>Town's Clerical Errors in Awards</u> The Town of North Haven reserves the right to correct inaccurate awards resulting from its clerical error.
- 9. <u>Rejection of Qualification Statements</u> Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ/P.
- 10. <u>Changes to Qualification Statements</u> No additions or changes to the original qualification statement will be allowed after submittal.
- 11. <u>Contract Requirements</u> A formal agreement will be entered into with the selected Respondent, as previously described. The contents of the proposal submitted by the successful Respondent and the RFQ/P will become part of any contract award.
- 12. <u>Rights reserved to the Town of North Haven</u> The Town of North Haven reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town of North Haven will be served.
- 13. <u>Withdrawal of Qualification Statements</u> Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
- 14. <u>Assigning, Transferring of Agreement</u> The successful Respondent is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, its rights, title, or interest therein, or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town of North Haven.
- 15. <u>Cost of Preparing Qualification/Proposal Statements</u> The Town of North Haven shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

IX. <u>DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE SI/CMT FIRM(s):</u>

The firm that enters the subject agreement with the Town of North Haven shall be responsible to the Town of North Haven for the services to be provided hereunder. The firm shall act on behalf of the Town of North Haven but only to the extent provided in the contract documents to which the Town of North Haven is a party. The duties and responsibilities of the firm shall be as outlined in Article III above or as detailed in the subject agreements.

X. <u>INSURANCE REQUIREMENTS</u>

A. GENERAL REQUIREMENTS

The Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of North Haven.

The insurer shall provide the Town of North Haven with Certificates of Insurance signed by an authorized representative of the insurance company prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of North Haven written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of North Haven as Additional Insured's on all such insurance, except Workers' Compensation coverage and Professional Liability coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waiver of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of North Haven's status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

B. SPECIFIC REQUIREMENTS

Workers' Compensation Insurance: With respect to all operations SI/CMT performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations SI/CMT performs, it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars (\$3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of North Haven. Such coverage shall include the following:

1. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project;

- 2. Broad Form Property Damage;
- 3. Independent Contractors.

Professional Liability Insurance Coverage: With respect to the coverage provided by SI/CMT for the Project, professional liability insurance will be provided in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate basis.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles, SI and/or CMT shall carry Automobile Liability insurance providing Five Hundred Thousand Dollars (\$500,000) coverage per accident for bodily injury and property damage. However, if SI and/or CMT is a hazardous waste hauler or is otherwise responsible for removal of hazardous materials in connection with the Project, then it shall maintain Automobile Liability coverage in the amount of Five Million Dollars (\$5,000,000) combined single limit.

Acceptability of Insurers: SI's AND CMT'S policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VIII, or otherwise acceptable by the Town of North Haven.

Aggregate Limits: Any aggregate limits must be declared to and be approved by Town of North Haven. It is agreed that SI shall notify the Town of North Haven whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, SI agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by SI/CMT.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of North Haven. All deductibles or self-insured retentions are the sole responsibility of SI to pay and/or to indemnify.

Waiver of Governmental Immunity: Unless requested otherwise by the Town of North Haven, SI/CMT and its insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town of North Haven.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit SI's and CMT'S liability to the Town of North Haven by virtue of this promise to indemnify and hold the Town of North Haven harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by SI, SI shall be liable to the Town of North Haven for the difference, plus all fees and expenses incurred in collecting same, all at SI's sole cost.

C. OTHER DATA

The Town of North Haven reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

XI. <u>NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS</u>

FOR: RFQ/P #16-33 PUBLIC SAFETY RADIO SYSTEM FOR THE TOWN OF NORTH HAVEN.

The undersigned Respondent, having fully informed himself/herself regarding the accuracy of the statements made herein certifies that:

- 1. The statement of qualifications has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other respondent designed to limit independent responses or competition, and
- 2. The contents of the Respondent's fee proposal will not be communicated by the Respondent and its employees or agents to any person not an employee or agent of the respondent prior to submission to the Town..
- 3. No Selectman or other employee or person whose salary is payable in whole or in part from the Town of North Haven or Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any profits thereof.
- 4. He/she has read the Town of North Haven Code of Ethics, which is accessible on the Town website and he/she agrees for himself/herself and on behalf of the company/LLC to comply with the terms of the same.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of North Haven to consider the statement of qualifications submitted herein.

State of Connecticut S.S.		
County of		
Subscribed and sworn before me thi	s day of	, 2013.
Legal Name of Respondent:		
Business Name: Business Address:		
Signature and Title of Person	<u></u>	
	My Commission Expires	
Notary Public	Date	بد

AFFIRMATIVE ACTION STATEMENT XII.

- 1 of 4 pages -

REQUIREMENT: Any bidder or respondent to an RFQ seeking to do business with the Town of North Haven must upon request supply the Town with any information concerning the Affirmative Action/Equal Employment Practices of the respondent/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the respondent/bidder and the Town of North Haven.

<i>Note:</i> Affirm note be	ative A	spondent/bidders with more than ten (10) employees shall be required to complete the ction/Equal Opportunity Employment Requirements Statement on an annual basis, ex	
	1.	All respondents or bidders with less than ten (10) employees are exempt from this requirement;	
	2.	All respondents/bidders that have completed this form within the last year;	
		If either of the above applies, please indicate the:	
		 a Number of employees b. Completed this form within one year []Yes[]No 	
		Date completed:	
be requ please past ye	ired to include ar, pleas	ED BIDS AND RFQS: All bidders submitting a sealed bid and all respondents to complete the Affirmative Action Statement. If the form has been completed in the peracopy of the initial form included with your bid. If significant changes have taken pase update the changes on this form. ADDRESS:	ast year,
BUSII	NESS:		
	of Orga	ganization:) [] [] Corporation Partnership Individual	

AFFIRMATIVE ACTION STATEMENT

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If respondent/bidder filing this application is not the above named company, please provide the name, address, telephone and fax numbers of the reporting unit, branch agent, and representative.

EQUAL EMPLOYMENT OPPORTUNITY:

The respondent/bidder is instructed to complete the following:

Does the	company hav	e a writte	en policy statement regarding equal employment opportuni	y?
[]Yes	[]N	0	
(1	If yes, attach a	a copy)		
	ing employee quitable consi		sources of recruitment notified that all qualified applicants?	will
]]Yes	[]N	0	
If yes, pro	ovide brief de	scription	of what methods were employed:	
Do all rec	ruitment adve	ertiseme	nts state that you are an Equal Opportunity Employer?	
[]Yes	[]N	0	
providing		l female	person, any local community agency or other group placement service, which you have contacted in the last lease state:	

AFFIRMATIVE ACTION STATEMENT

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5.	If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within your company, please indicate:
A FFIDM A T	IVE ACTION:
6.	Does your company maintain a written Affirmative Action Plan for the employment of females and minorities?
	[]Yes []No (If yes, attach a copy)
7.	Please indicate the name and address of the company official(s) responsible for carrying out the Equal Opportunity/Affirmative Action Program for your company:
8.	If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve (12) months and indicate the numerical or percentage goals you have set for employment of minority people and females to make your labor force reflective of the labor market in which you operate.
	The yander is hereby notified that failure to complete the above form in a satisfactory manner

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with the Town of North Haven. The vendor is further advised the Affirmative Action Statement included with the bid document will become part of the contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.

AFFIRMATIVE ACTION STATEMENT

- 4 of 4 pages -

I certify that there are no misrepresentations, omissions or falsifications in the foregoing statements and answers and that all entries above are true, complete and correct, to the best of my knowledge and belief.

Date	Signature of Agent	Title	
Subscribed	and sworn before me at		
County of _		,Connecticut,	
This	day of	, 20	16.
Not	ary Public		
My	commission expires:		
		Date	

XIII.	FEE PROPOSAL FORM (Page 1 of 2)
То:	Town of North Haven Memorial Town Hall 18 Church Street North Haven, CT 06473
Re: P	ublic Safety Radio System Consultant for the Town of North Haven.
RFQ/	TP #16-33
	ndersigned hereby offers to perform the services described in RFQ/P#16-33 as a Public Safety System for the Town of North Haven.
	ose urpose of this RFQ/P is to receive pricing for a Public Safety Radio System Consultant for the of North Haven.
BASI	E BID:
1.	Not-to-Exceed amount:
	(describe)Dollars (\$)
2.	Hourly rate of \$/hr
Autho	orized Representatives:
Respo	ondent
	Date:
Printe	d Name and Title:

Signature

_ Date:_____